



September 18, 2024

Dean Mealy, II CPPO  
Town of Palm Beach – Purchasing Division  
951 Okeechobee Road, Suite 'D'  
West Palm Beach, FL 33401

**RE: *Cocoanut Row Watermain Replacement Construction Phase Services***

Dear Dean,

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this letter agreement to the Town of Palm Beach ("TOWN") for providing engineering services related to the Cocoanut Row Watermain public outreach, bid, and construction phase. Our project understanding, scope of services, schedule, and fee follow.

**Project Understanding**

The design phase of the Cocoanut Row Watermain replacement has been completed and the bid plans submitted to the Town. The Town will advertise the Construction Plans for bidding. The Town has requested that Kimley-Horn perform public outreach, bid phase, and construction phase engineering services to support the Town during the construction of the watermain.

It is understood that the Town plans to bid the project in October 2024 and construction is anticipated to begin in April 2025. It is anticipated that construction will be completed in November 2025.

Based on this understanding, our detailed scope of services is provided below.

**Scope of Services**

***Task 1 – Public Outreach***

The Town will require assistance performing Public Outreach to residents and property owners along the project corridor. Consultant will attend up to one community meeting with residents to answer questions regarding the project and describe the anticipated impacts associated Contractor's proposed activities. .

The Consultant will prepare up to 40 door hangers for the project and will distribute these door hangers to residents along Pendleton Lane, Pendleton Ave (west of S County Rd), and Chapel Hill Rd to notify property owners of the community meeting.

During the course of the project, the Consultant will respond to property owner general inquiries about the project. We have established a time allotment of to 30 hours to perform this work. Should we need more time for this activity, we can provide continued responses as an additional service.

It is assumed that the Contractor will prepare the Traffic reports for the Town on a regular basis, and therefore these are not included in this scope of services.

**Task 2 – Bid Phase Assistance**

The Town will require limited bid phase services. The Consultant will:

- Attend the pre-bid meeting.
- Assist the Town in answering bidder questions.
- Review of the apparent low bidder's bid proposal and submittal of a summary of our findings to the Town.
- Incorporate addenda into the plans and specifications so conformed documents can be issued for construction.

It is our understanding that the Town will administer the bid process and distribute addenda to bidders. The Bidding or Negotiation Phase will be considered complete upon contract award or upon cessation of negotiations with prospective contractors.

**Task 3 – Construction Administration**

It is assumed construction will occur during one off-season (April 2025 – November 2025). Kimley-Horn will perform the following services during construction. A more detailed description of each of the bulleted services follows later in this proposal.

- Pre-Construction Meeting attendance
- Bi-weekly progress meeting attendance for the 8-month construction duration (up to 16 meetings)
- Visits to the site including field reports and photographs (approximately 9 hours per week, up to 34 weeks, performed concurrently with the undergrounding project site visits)
- Clarifications and interpretations (up to 8)
- Recommendations with respect to defective work
- Change Order review (up to 4)
- Shop drawing review (up to 10)
- Payment application review (up to 9)
- Review of proposed substitutions
- Review of testing lab reports
- Record drawing review
- Substantial completion walk-through and punch list development
- Final acceptance walk-through and preparation of applicable permit certification documents (up to three Health Department Clearance Packages)

The following is a more detailed description of the services that will be performed.

*Pre-Construction Conference.* Kimley-Horn will attend a Pre-Construction Conference prior to commencement of Work at the Site.

*Visits to Site and Observation of Construction.* Kimley-Horn will make the limited number of visits as described above in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents. Kimley-Horn will submit field reports which will consist of general progress of the work, field photos, and identification and recommendations with respect to defective work.

Kimley-Horn shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

*Recommendations with Respect to Defective Work.* Kimley-Horn will recommend to the Town that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

*Clarifications and Interpretations.* Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the Town as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Town.

*Change Orders.* Kimley-Horn may recommend Change Orders to the Town and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

*Shop Drawings and Samples.* Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

*Inspections and Tests.* Kimley-Horn may require additional special inspections or tests of Contractor's work as Kimley-Horn deems appropriate, and will receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Kimley-Horn's review of such certificates will be for the purpose of determining

that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified.

*Disagreements between Town and Contractor.* Kimley-Horn will, if requested by the Town, render written decision on all claims of the Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to the Town or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

*Applications for Payment.* Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. In the case of unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

*Substantial Completion.* Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the Town and Contractor, conduct a site visit to determine if the Work is substantially complete. Kimley-Horn will develop a punch list of items and assist with closeout of the punch list by reviewing and updating lists based on information or verification provided by the contractor, reviewing photographs, or visiting the site. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the Town, Kimley-Horn considers the Work substantially complete, Kimley-Horn will notify the Town and Contractor.

*Final Notice of Acceptability of the Work.* Kimley-Horn will conduct a final site visit with the Town to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely. If the work is found to be in general accordance with the Contract Documents, Kimley-Horn will also prepare and submit applicable permit certifications for those permits that were issued for the project.

## Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town or extensions to the project schedule noted below, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services.

## Information and Services Provided by the Town

The following information and services shall be provided to Kimley-Horn by the Town:

- Access to the project areas
- Assistance with property owner contact information
- Meeting facilities to host public meetings

## Schedule

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually agreed upon schedule. It is anticipated that services will begin in October 2024 with Construction beginning in April 2025. Construction is expected to be complete within an 8-month duration per the Contractor's proposed schedule. Fees for engineering services are based on these durations. Services performed beyond these durations will be considered additional services.

## Fee and Billing

Kimley-Horn will perform the scope of services on an hourly basis in accordance with our contract with the Town. All permitting, application, and similar project fees will be paid directly by the Client. Fees will be invoiced monthly based upon the services performed.

|                                      |              |
|--------------------------------------|--------------|
| Task 1 - Public Outreach             | \$16,416.54  |
| Task 1 - Bid Phase Services          | \$9,449.82   |
| Task 3 - Construction Phase Services | \$172,208.15 |
| Total                                | \$198,074.51 |

## Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0820 or [kevin.schanen@kimley-horn.com](mailto:kevin.schanen@kimley-horn.com) should you have any questions.

Sincerely,  
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'KS', is positioned above the typed name.

By: Kevin Schanen, P.E.  
Senior Vice President